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Karen A. Yarbrough
Cook County Clerk
Date: 07/05/2023 03:35 PM Pg: 1 of 5

This instrument was prepared
by and after recording return to:

Akerman LLP
Attn: Paul J. Russo
71 South Wacker Drive, 47th
Floor
Chicago, IL 60606

THIS SPACE RESERVED FOR RECORDER'S USE ONLY

MEMORANDUM OF LEASE AGREEMENT

THIS MEMORANDUM OF LEASE AGREEMENT (this "Memorandum"), is made and entered into effective as of June 30, 2023 (the "Effective Date"), by and between **919 W FULTON PARTNERS LLC**, a Delaware limited liability company ("Landlord"), and **HARRISON STREET REAL ESTATE CAPITAL, LLC**, a Delaware limited liability company ("Tenant").

RECITALS:

A. Landlord and Tenant have entered into that certain Office Lease Agreement dated as of January 31, 2023 (the "Original Lease"), as amended by that certain First Amendment to Office Lease Agreement dated as of June 30, 2023 (the "First Amendment"; the Original Lease and First Amendment are collectively referred to herein as the "Lease").

B. Landlord and Tenant desire to enter into this Memorandum to reflect of record the existence of the Lease and certain of its terms and conditions.

NOW, THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) in hand paid by Landlord and Tenant, each to the other, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant, intending to be legally bound, hereby set forth the following information with respect to the Lease and acknowledge that the Lease provides, *inter alia*, as follows:

1. Recitals; Defined Terms. The parties agree that the foregoing Recitals are true and correct and incorporated herein by this reference. All capitalized terms not otherwise defined in this Memorandum shall have the meaning ascribed to such terms in the Lease.

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2. Property. The leased premises described in the Lease is located on floors seven (7) through ten (10) of the building to be constructed on the real property located at 919 W. Fulton Market Street, Chicago, Cook County, Illinois, as more particularly described on Exhibit A attached hereto.

3. Term. The initial Term of the Lease expires on the last day of the fifteenth (15th) Lease Year (as such term is defined in the Lease). Tenant has the right, at its option, extend the Term of the Lease for two (2) successive periods of five (5) Lease Years each in accordance with the terms and conditions of the Lease.

4. Right of First Refusal. Tenant has an ongoing right of first refusal to lease any space contiguous to the leased premises in accordance with the terms and conditions of Section 26.01 of the Lease.

5. Exclusive Rights. Tenant has the exclusive right (a) to install signage in the highest spot on the top of the Building and (b) to install signage on the wall of the ground floor elevator lobby of the Building, subject to the terms and conditions of the Lease.

6. Additional Rights. Tenant has certain other contraction, relinquishment and termination rights as more fully set forth in, and subject to the terms and conditions of, the Lease.

7. Recording; Inconsistency. This Memorandum is intended for recording purposes only, and does not modify, supersede, diminish, add to or change any of the terms and conditions of the Lease in any respect. The terms and conditions of the Lease shall control notwithstanding that the terms and conditions of the Lease may be inconsistent or vary from those set forth in this Memorandum.

8. Counterparts. This Memorandum may be executed in any number of counterparts, any one and all of which shall constitute the agreement of the parties, and each of which shall be deemed an original, but all of which together shall constitute one and the same document.

9. Authority. Each person executing this Memorandum on behalf of an entity represents that he or she is empowered and duly authorized to do so and to bind the entity on whose behalf he or she has executed this Memorandum, and that such execution shall bind the entity on whose behalf he or she has executed this Agreement.

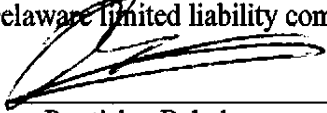
[SIGNATURES APPEAR ON FOLLOWING PAGE.]

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IN WITNESS WHEREOF, the Landlord and Tenant have caused this Memorandum of Lease Agreement to be executed effective as of the Effective Date.

LANDLORD:


919 W FULTON PARTNERS LLC,
a Delaware limited liability company

By: 
Name: Rostislav Babel
Title: Authorized Signatory

STATE OF ~~ILLINOIS~~) Florida
) ss:
COUNTY OF ~~COOK~~) Miami-Dade

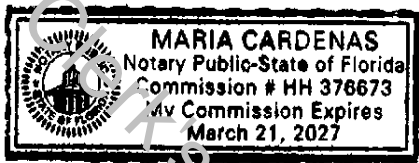
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Rostislav Babel, the Authorized Signatory of 919 W Fulton Partners LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument, as his free and voluntary act and as the free and voluntary act of said partnership, for the uses and purposes here in set forth.

Given under my hand and notarial seal, this 29th day of June, 2023.



Notary Public

My Commission Expires: 03/21/2027.



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TENANT:

HARRISON STREET REAL ESTATE CAPITAL, LLC

a Delaware limited liability company

By: *[Signature]*
Name: Stephen M. Gordon
Title: Authorized Signatory

STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Stephen M. Gordon, the Authorized Signatory of Harrison Street Real Estate Capital, LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument, as his free and voluntary act and as the free and voluntary act of said partnership, for the uses and purposes herein set forth.

Given under my hand and notarial seal, this 15 day of June, 2023.

Elizabeth A. Musch
Notary Public

My Commission Expires:
6-7-2026



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EXHIBIT A
CURRENT LEGAL DESCRIPTION AND
STREET ADDRESS OF THE PROPERTY

LOTS 3, 4, 5, 6, 9, 10, 15, AND 16 IN BLOCK 21 IN CARPENTER'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,

AND,

PART OF LOT 14 IN BLOCK 21 IN CARPENTER'S ADDITION TO CHICAGO IN THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 10 IN BLOCK 21 IN SAID CARPENTER'S ADDITION TO CHICAGO, IN COOK COUNTY, ILLINOIS.

Commonly known as: 919 W. Fulton St., Chicago, Illinois

Permanent Tax Number(s): 17-08-424-001-0000, 17-08-424-006-0000, 17-08-424-007-0000, 17-08-424-012-0000, 17-08-424-013-0000 (part of), 17-08-424-016-0000, 17-08-424-017-0000, 17-08-424-018-0000